

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
CASE NO.: 20-CV-81205-RAR**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

COMPLETE BUSINESS SOLUTIONS
GROUP, INC. d/b/a PAR FUNDING, *et al.*

Defendants.

**RECEIVER, RYAN K. STUMPHAUZER’S COMBINED TWENTY-SEVENTH
MOTION TO LIFT LITIGATION INJUNCTION AS TO CERTAIN
GARNISHMENT PROCEEDINGS AND TO AUTHORIZE RECEIVER TO SETTLE
CLAIMS ASSERTED AGAINST THE ESTATE OF RICHARD WELKOWITZ**

Ryan K. Stumphauzer, Esq., Court-Appointed Receiver (“Receiver”) of the Receivership Entities,¹ by and through undersigned counsel, hereby files this Combined Twenty-Seventh

¹ The “Receivership Entities” are Complete Business Solutions Group, Inc. d/b/a Par Funding (“Par Funding”); Full Spectrum Processing, Inc.; ABetterFinancialPlan.com LLC d/b/a A Better Financial Plan; ABFP Management Company, LLC f/k/a Pillar Life Settlement Management Company, LLC; ABFP Income Fund, LLC; ABFP Income Fund 2, L.P.; United Fidelis Group Corp.; Fidelis Financial Planning LLC; Retirement Evolution Group, LLC; RE Income Fund LLC; RE Income Fund 2 LLC; ABFP Income Fund 3, LLC; ABFP Income Fund 4, LLC; ABFP Income Fund 6, LLC; ABFP Income Fund Parallel LLC; ABFP Income Fund 2 Parallel; ABFP Income Fund 3 Parallel; ABFP Income Fund 4 Parallel; and ABFP Income Fund 6 Parallel; ABFP Multi-Strategy Investment Fund LP; ABFP Multi-Strategy Fund 2 LP; MK Corporate Debt Investment Company LLC; Fast Advance Funding LLC; Beta Abigail, LLC; New Field Ventures, LLC; Heritage Business Consulting, Inc.; Eagle Six Consulting, Inc.; 20 N. 3rd St. Ltd.; 118 Olive PA LLC; 135-137 N. 3rd St. LLC; 205 B Arch St Management LLC; 242 S. 21st St. LLC; 300 Market St. LLC; 627-629 E. Girard LLC; 715 Sansom St. LLC; 803 S. 4th St. LLC; 861 N. 3rd St. LLC; 915-917 S. 11th LLC; 1250 N. 25th St. LLC; 1427 Melon St. LLC; 1530 Christian St. LLC; 1635 East Passyunk LLC; 1932 Spruce St. LLC; 4633 Walnut St. LLC; 1223 N. 25th St. LLC; 500 Fairmount Avenue, LLC; Liberty Eighth Avenue LLC; Blue Valley Holdings, LLC; LWP North LLC; The LME 2017 Family Trust; Recruiting and Marketing Resources, Inc.; Contract Financing Solutions, Inc.; Stone Harbor Processing LLC; LM Property Management LLC; and ALB Management, LLC; and the receivership also includes the properties located at 568

Motion to Lift Litigation Injunction as to Certain Garnishment Proceedings and to Authorize Receiver to Settle Claims Asserted Against the Estate of Richard Welkowitz, and states as follows:

I. MOTION TO LIFT LITIGATION INJUNCTION AS TO CERTAIN GARNISHMENT PROCEEDINGS

1. The Receiver hereby moves this Court to lift the Litigation Injunction for the limited purpose of allowing the Receiver, in his discretion, to dissolve current writs of garnishment, to mark judgments satisfied, and/or to reopen confessed judgments, where the counterparty merchant either has resolved, or has agreed to resolve prior defaults, or otherwise filed for bankruptcy protection, in the following cases in the Court of Common Pleas of Philadelphia County, Pennsylvania.²

2. The cases are:

- a. *Complete Business Solution Group Inc. d/b/a Par Funding v. Master Roof and Remodel LLC d/b/a Master Roof and Remodel d/b/a Master Roof & Remodel, and Christopher Bennett*, Philadelphia Court of Common Pleas Docket No. 200302146.
- b. *Complete Business Solution Group Inc. d/b/a Par Funding v. State Document Preparation Services Inc. d/b/a State Document Preparation Services LLC d/b/a Legal Aid Administration Document Preparation LLC, and Christopher Santoro*, Philadelphia Court of Common Pleas Docket No. 190704706.
- c. *Complete Business Solution Group Inc. d/b/a Par Funding v. Farfalle Inc d/b/a Farfalle Italian Market d/b/a Farfalle Italian Market and Café, Jeff Nedeau, and Gina Nasson*, Philadelphia Court of Common Pleas Docket No. 171004008.

Ferndale Lane, Haverford PA 19041; 105 Rebecca Court, Paupack, PA 18451; 107 Quayside Dr., Jupiter FL 33477; and 2413 Roma Drive, Philadelphia, PA 19145.

² See the Court's Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141] (the "Operative Receivership Order"). The Receiver generally incorporates the background section of his prior Motions to Lift Litigation Injunction as to Certain Garnishment Proceedings. [See, e.g., ECF Nos. 111.]. To conserve resources and promote efficiency, the Receiver is providing only a summary narrative, as approved by the Court at the October 7, 2020 status conference.

- d. *Contract Financing Solutions Inc v. Pragmatic Environmental Solutions Company d/b/a PESC and Lucinus Staengl*, Philadelphia Court of Common Pleas Docket No. 200202581.
- e. *Complete Business Solution Group Inc. d/b/a Par Funding v. Alonso Logistics Inc. d/b/a Alonso Logistics and Gabriel Nelson Alonso Iglesias*, Philadelphia Court of Common Pleas Docket No. 200301629.
- f. *Complete Business Solution Group Inc. d/b/a Par Funding v. AC Auto Carriers LLC d/b/a AC Auto Carriers, Kenneth Andrade, Steven Capodicasa, and Bryan Andrade*, Philadelphia Court of Common Pleas Docket No. 200103453.
- g. *Contract Financing Solutions Inc v. Meerafzal Fazaldin Inc d/b/a Willow Sunoco and Meerafzal Fazaldin*, Philadelphia Court of Common Pleas Docket No. 200600710.
- h. *Complete Business Solution Group Inc. d/b/a Par Funding v. Limo Star NY Inc d/b/a limo star NY, Mayering Castaneda, and Albert Andres Acevedo Posada*, Philadelphia Court of Common Pleas Docket No. 200400138.
- i. *Complete Business Solution Group Inc. d/b/a Par Funding v. Joseph Seals Sole Proprietor d/b/a So Cal Mobile Auto Detail and Wash d/b/a So Cal Wash and Detail Mobile, and Joseph Seals*, Philadelphia Court of Common Pleas Docket No. 191000498.
- j. *Complete Business Solution Group Inc. d/b/a Par Funding v. Vapehub Inc d/b/a Vapehub and Justin Simmons*, Philadelphia Court of Common Pleas Docket No. 191100672.
- k. *Complete Business Solution Group Inc. d/b/a Par Funding v. Pet Club Miramar LLC d/b/a Pet Club Miramar d/b/a Pet Club, Charliston Seixas, and Shirely Seixas*, Philadelphia Court of Common Pleas Docket No. 190703393.
- l. *Complete Business Solution Group Inc. d/b/a Par Funding v. MSMV Inc. d/b/a MSMV d/b/a Main Street Meats and Real Foods Market d/b/a Healthy Family Farms LLC and Sharon Palmer*, Philadelphia Court of Common Pleas Docket No. 190802254.
- m. *Complete Business Solution Group Inc. d/b/a Par Funding v. Rudy Camacho Sole Proprietor d/b/a AAA Seafoods and Rudy Camacho*, Philadelphia Court of Common Pleas Docket No. 190702389.
- n. *Complete Business Solution Group Inc. d/b/a Par Funding v. Frank Brown Towing Inc. d/b/a Frank Brown Towing d/b/a Brown Auto Service and*

Repair and David Clemen, Philadelphia Court of Common Pleas Docket No. 190704708.

- o. *Complete Business Solutions Group, Inc. d/b/a Par Funding v. Akiladelphia Creative Contracting LLC d/b/a Akiladelphia Creative and Akil Bowler*, Philadelphia Court of Common Pleas Docket No. 200400137.
- p. *Complete Business Solutions Group, Inc. d/b/a Par Funding v. Stockton Management Group LLC d/b/a 516 Bar & Grille d/b/a Stocktons Restaurant & Spirits d/b/a Stocktons Restaurant and Randal Lee Stockton*, Philadelphia Court of Common Pleas Docket No. 200600699.

3. The Receiver has determined, in his professional judgment, that it is in the best interests of the Receivership Estate to dissolve current writs of garnishment, to mark judgments satisfied, and/or to reopen confessed judgments with respect to these cases.

II. MOTION TO AUTHORIZE RECEIVER TO SETTLE CLAIMS ASSERTED AGAINST THE ESTATE OF RICHARD WELKOWITZ

4. Dating back to March 2014, Richard Welkowitz and Stephen Gurba individually and on behalf of Zenith Express LLC, Big Red Trucking LLC, Lake Ave SE Real Estate LLC, Blackford Development LTD II, entered into 52 agreements with Par Funding and/or Eagle Six Consultants Inc. (“Eagle Six”).

5. These agreements included the original Factoring Agreements, along with Security Agreements, Promissory Notes and the personal guarantees of Mr. Welkowitz and Mr. Gurba.

6. In total, Par Funding and its affiliated funded Factoring Agreements in the amount of \$13,326,960 to the various entities controlled by Mr. Welkowitz and Mr. Gurba.

7. In addition, Eagle Six extended a loan to an entity affiliated with Mr. Welkowitz and Mr. Gurba in the amount of \$1,300,000.

8. At various times, the entities controlled by Mr. Welkowitz and Mr. Gurba made payments on the Factoring Agreements and loan, and also reloaded balances on several of the agreements.

9. On January 3, 2020, following the December 26, 2019 death of Richard Welkowitz, a Petition for Grant of Letters Testamentary was filed in the Court of Common Pleas of Lancaster County, Orphans' Court Division.

10. On January 23, 2020, Par Funding and Eagle Six filed Confessions of Judgment in Philadelphia Common Pleas Court against Zenith Express LLC, Big Red Trucking LLC, Lake Ave SE Real Estate LLC, Blackford Development LTD II, Steven Gurba, and Carol J. Welkowitz as Executor of Estate of Richard Welkowitz. The Par Funding confessed judgment was for \$20,875,197 and the Eagle Six confessed judgment was for \$518,160. That same date, Eagle Six filed a separate action seeking a judgment of \$1,069,000 for obligations under various funding agreements.

11. On January 24, 2020, Par Funding and Eagle Six filed Notices of Claim against The Estate for \$20,875,197 (Par Funding), \$1,069,000 (Eagle Six), and \$518,160 (Eagle Six) in Lancaster County Orphans' Court.

12. On February 27, 2020, the confessed judgments against Carol J. Welkowitz as Executor of Estate of Richard Welkowitz were vacated.

13. On September 20, 2020, the Welkowitz Estate filed a Complaint against Par Funding and Eagle Six in the Court of Common Pleas of Lancaster County, Civil Court Division ("Estate Complaint"). The Receiver filed a Notice of Stay on September 10, 2020, and the case has been stayed but for the reissuance of the Estate Complaint on December 10, 2020.

14. The Estate Complaint acknowledges the Notice of Claims filed by Par Funding, but claims that "Decedent did not sign the Master Agreement or the Guaranty and did not agree to their terms." Further, the Estate Complaint alleges that "a third person of unknown identity, forged Decedent's signature on the Master Agreement and the Guaranty."

15. Similarly, the Welkowitz Estate Complaint acknowledges the Notice of Claims filed by Eagle Six, but claims that “Decedent did not sign the Promissory Note or the Surety Agreement and did not agree to their terms.” The Estate Complaint further alleges that “a third person of unknown identity forged Decedent's signature on the Promissory Note and the Surety Agreement.”

16. In the Estate Complaint, the Welkowitz Estate is seeking a determination that “the claims submitted by [Par Funding] and Eagle Six are not valid and should not be paid by the Estate,” and that “liability and amount of any claims asserted by [Par Funding] or Eagle Six against the Estate will be determined exclusively in connection with the Probate Claims filed in the Probate Action, and that any determinations made in the Philadelphia Action regarding liability or amount will not have any bearing on the Estate (on theories of res judicata, collateral estoppel or any other theory).”

17. On January 18, 2023, the Welkowitz Estate filed a Petition for Adjudication / Statement of Proposed Distribution Pursuant to Pennsylvania Orphans Court Rule 2.5 (“Petition”). The Estate objects to the Par Funding claim in its entirety and scheduled a payment at \$0, claiming: (a) the Estate believes that the operative guaranty agreements were not validly executed or authorized to be executed and, therefore, disputes that the Estate should bear any liability for the obligations; (b) the agreements at Issue are guaranties of performance of representations and warranties and do not constitute a guaranty of payment by Decedent; and (c) the Estate believes that the amount of the claim is grossly excessive.

18. Similarly, the Welkowitz Estate objects to the Par Funding claim in its entirety and scheduled a payment at \$0, claiming: (a) the Estate believes that the Guaranty was not validly executed or authorized to be executed and, therefore, disputes that the Estate should bear any

liability for the obligations; and (b) even If the Decedent did have obligations to claimant, the Estate disputes the amount due insofar as the two claims filed by claimant include a collective amount of \$50,000 of attorneys' fees without any clear supporting basis therefor.

19. In the Petition, the Welkowitz Estate reported that the Estate is insolvent. The Welkowitz Estate estimated that allowed unsecured claims are approximately \$62 million. This amount excludes all of the disputed claims, such as those asserted by Par Funding and Eagle Six, among other claimants. The total amount of disputed claims is approximately \$42 million, of which approximately \$8 million will be recognized. The adjusted unsecured claims pool is anticipated to be approximately \$70 million. In the Petition, the Welkowitz Estate estimated that only \$4.5 million would be available for distribution to creditors on a *pari passu* basis.

20. On January 18, 2023, the Welkowitz Estate filed a First and Partial Account indicating that the Welkowitz Estate is insolvent and that the claims filed against the Estate exceed the projected funds available to pay claims. The Estate estimates that allowed claims will receive pro-rata distributions in the 5% to 10% range.

21. In order to prevent further litigation and to resolve the various disputes between the parties, counsel for the Estate and counsel for the Receiver have entered into settlement negotiations.

22. Counsel for the parties have agreed to a tentative settlement, subject to the approval of this Court and the Court of Common Pleas of Lancaster County, Orphans Court Division.

23. Under this agreement, the Welkowitz Estate will agree not to contest Par Funding and Eagle Six's combined unsecured claim in the amount of \$4,400,000.00 which will share in Estate distributions *pari passu* with other Estate creditors.

24. The proposed settlement is in the best interest of the Receivership Estate.

25. The proposed settlement secures some recovery from an insolvent estate; it eliminates the costs of additional litigation; it eliminates the potential finding that the Guaranty was not validly executed or authorized to be executed, which would bar some or all of the claims; and it does not foreclose collection on the balance against individual or entities other than the Welkowitz estate.

26. Therefore, the Receiver seeks this Court's approval to permit the Receiver to execute a settlement agreement with the Welkowitz Estate.

WHEREFORE, Ryan K. Stumphauzer, as Court-Appointed Receiver, by and through his undersigned counsel, respectfully requests this Honorable Court to grant the motion and lift the Litigation Injunction on a limited basis as set forth above. A proposed order for the Court's consideration is attached as Exhibit 1.

CERTIFICATION REGARDING PRE-FILING CONFERENCE

The undersigned counsel has conferred with all counsel of record and unrepresented parties in this matter regarding the relief sought through this motion and certifies that all counsel of record and unrepresented parties have either (1) not responded to the Receiver's meet and confer requests or (2) confirmed that their clients either do not oppose or take no position with respect to the relief sought. The SEC does not oppose the Receiver's request to lift the litigation injunction for the purposes stated in the Motion, but does not take a position on the underlying litigation.

Dated: April 10, 2023

Respectfully Submitted,

**STUMPHAUZER KOLAYA
NADLER & SLOMAN, PLLC**
Two South Biscayne Blvd., Suite 1600
Miami, FL 33131
Telephone: (305) 614-1400
Facsimile: (305) 614-1425

By: /s/ Timothy A. Kolaya

TIMOTHY A. KOLAYA
Florida Bar No. 056140
tkolaya@sknlaw.com

Co-Counsel for Receiver

**PIETRAGALLO GORDON ALFANO
BOSICK & RASPANTI, LLP**
1818 Market Street, Suite 3402
Philadelphia, PA 19103
Telephone: (215) 320-6200
Facsimile: (215) 981-0082

By: /s/ Gaetan J. Alfano
GAETAN J. ALFANO
Pennsylvania Bar No. 32971
(Admitted Pro Hac Vice)
GJA@Pietragallo.com
DOUGLAS K. ROSENBLUM
Pennsylvania Bar No. 90989
(Admitted Pro Hac Vice)
DKR@Pietragallo.com

Co-Counsel for Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on April 10, 2023, I electronically filed the foregoing document with the clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on counsel of record via transmission of Notices of Electronic Filing generated by CM/ECF.

/s/ Timothy A. Kolaya
TIMOTHY A. KOLAYA

EXHIBIT 1

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
CASE NO.: 20-CV-81205-RAR**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

COMPLETE BUSINESS SOLUTIONS
GROUP, INC. d/b/a/ PAR FUNDING, et al.,

Defendants.

**[PROPOSED] ORDER GRANTING RECEIVER, RYAN K. STUMPHAUSER’S
COMBINED TWENTY-SEVENTH MOTION TO LIFT LITIGATION INJUNCTION AS
TO CERTAIN GARNISHMENT PROCEEDINGS AND TO AUTHORIZE RECEIVER
TO SETTLE CLAIMS ASSERTED AGAINST THE ESTATE OF RICHARD
WELKOWITZ**

THIS CAUSE comes before the Court upon the Receiver’s Combined Twenty-Seventh Motion to Lift Litigation Injunction as to Certain Garnishment Proceedings and to Authorize Receiver to Settle Claims Asserted Against the Estate of Richard Welkowitz [ECF No. ____] (“Motion”), filed on April 10, 2023.

In Section I of the Motion, The Receiver seeks to modify the Court’s Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141], so as to lift the litigation injunction provided for in that Order for certain garnishment matters currently pending in the Court of Common Pleas of Philadelphia County, Pennsylvania to be opened for the limited purpose to authorize the Receiver, in his direction, to dissolve current writs of garnishment, to mark judgments satisfied, and/or to reopen confessed judgments, where the counterparty merchant either

has resolved, has agreed to resolve prior defaults, or otherwise filed for bankruptcy protection, in certain cases in the Court of Common Pleas of Philadelphia County, Pennsylvania.

The Receiver has made a sufficient and proper showing in support of the relief requested. Accordingly, it is hereby

ORDERED AND ADJUDGED that Receiver's Motion is **GRANTED** with respect to the relief requested in Section I of the Motion. Specifically, the litigation injunction set forth in the Court's Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141] is hereby lifted in the following matters in the Court of Common Pleas of Philadelphia County, Pennsylvania, and solely for the purpose as described in the Motion:

- a. *Complete Business Solution Group Inc. d/b/a Par Funding v. Master Roof and Remodel LLC d/b/a Master Roof and Remodel d/b/a Master Roof & Remodel, and Christopher Bennett*, Philadelphia Court of Common Pleas Docket No. 200302146.
- b. *Complete Business Solution Group Inc. d/b/a Par Funding v. State Document Preparation Services Inc. d/b/a State Document Preparation Services LLC d/b/a Legal Aid Administration Document Preparation LLC, and Christopher Santoro*, Philadelphia Court of Common Pleas Docket No. 190704706.
- c. *Complete Business Solution Group Inc. d/b/a Par Funding v. Farfalle Inc d/b/a Farfalle Italian Market d/b/a Farfalle Italian Market and Café, Jeff Nedeau, and Gina Nasson*, Philadelphia Court of Common Pleas Docket No. 171004008.
- d. *Contract Financing Solutions Inc v. Pragmatic Environmental Solutions Company d/b/a PESC and Lucinus Staengl*, Philadelphia Court of Common Pleas Docket No. 200202581.
- e. *Complete Business Solution Group Inc. d/b/a Par Funding v. Alonso Logistics Inc. d/b/a Alonso Logistics and Gabriel Nelson Alonso Iglesias*, Philadelphia Court of Common Pleas Docket No. 200301629.
- f. *Complete Business Solution Group Inc. d/b/a Par Funding v. AC Auto Carriers LLC d/b/a AC Auto Carriers, Kenneth Andrade, Steven Capodicasa, and Bryan Andrade*, Philadelphia Court of Common Pleas Docket No. 200103453.

- g. *Contract Financing Solutions Inc v. Meerafzal Fazaldin Inc d/b/a Willow Sunoco and Meerafzal Fazaldin*, Philadelphia Court of Common Pleas Docket No. 200600710.
- h. *Complete Business Solution Group Inc. d/b/a Par Funding v. Limo Star NY Inc d/b/a limo star NY, Mayering Castaneda, and Albert Andres Acevedo Posada*, Philadelphia Court of Common Pleas Docket No. 200400138.
- i. *Complete Business Solution Group Inc. d/b/a Par Funding v. Joseph Seals Sole Proprietor d/b/a So Cal Mobile Auto Detail and Wash d/b/a So Cal Wash and Detail Mobile, and Joseph Seals*, Philadelphia Court of Common Pleas Docket No. 191000498.
- j. *Complete Business Solution Group Inc. d/b/a Par Funding v. Vapehub Inc d/b/a Vapehub and Justin Simmons*, Philadelphia Court of Common Pleas Docket No. 191100672.
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- l. *Complete Business Solution Group Inc. d/b/a Par Funding v. MSMV Inc. d/b/a MSMV d/b/a Main Street Meats and Real Foods Market d/b/a Healthy Family Farms LLC and Sharon Palmer*, Philadelphia Court of Common Pleas Docket No. 190802254.
- m. *Complete Business Solution Group Inc. d/b/a Par Funding v. Rudy Camacho Sole Proprietor d/b/a AAA Seafoods and Rudy Camacho*, Philadelphia Court of Common Pleas Docket No. 190702389.
- n. *Complete Business Solution Group Inc. d/b/a Par Funding v. Frank Brown Towing Inc. d/b/a Frank Brown Towing d/b/a Brown Auto Service and Repair and David Clemen*, Philadelphia Court of Common Pleas Docket No. 190704708.
- o. *Complete Business Solutions Group, Inc. d/b/a Par Funding v. Akiladelphia Creative Contracting LLC d/b/a Akiladelphia Creative and Akil Bowler*, Philadelphia Court of Common Pleas Docket No. 200400137.
- p. *Complete Business Solutions Group, Inc. d/b/a Par Funding v. Stockton Management Group LLC d/b/a 516 Bar & Grille d/b/a Stocktons Restaurant & Spirits d/b/a Stocktons Restaurant and Randal Lee Stockton*, Philadelphia Court of Common Pleas Docket No. 200600699.

In Section II of the Motion, The Receiver seeks to modify the Court's Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141], so as to lift the litigation injunction provided for in that Order, to authorize the Receiver to settle claims against the Estate of Richard Welkowitz.

The Receiver has made a sufficient and proper showing in support of the relief requested in Section II of the Motion. Accordingly, it is hereby

ORDERED AND ADJUDGED that the Receiver's Motion is **GRANTED** with respect to the relief requested in Section II thereof. Specifically, the litigation injunction set forth in the Court's Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141] is hereby lifted so as to allow the Receiver to settle claims against the Estate of Richard Welkowitz.

DONE AND ORDERED in Miami, Florida, this ____ day of April, 2023.

RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

Copies to: Counsel of record